

EXHIBIT

Justice Exhibit 1

RESOLUTION NO 6634-2016

*Introduced by Mrs. Cochran
Dispense with the Three Readings*

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BOARD OF TRUSTEES FOR SPRINGFIELD TOWNSHIP FOR THE PROVISION OF POLICE SERVICES WITHIN THE VILLAGE OF LAKEMORE, PURSUANT TO THE TERMS OF THE ATTACHED CONTRACT TO THIS RESOLUTION AND FURTHER IN THE PERFORMANCE OF THEIR DUTIES PURSUANT TO THE ATTACHED CONTRACT THAT THE SPRINGFIELD TOWNSHIP POLICE DEPARTMENT, IT'S AGENTS AND EMPLOYEES SHALL BE CLOAKED WITH ALL OF THE POLICE AUTHORITY FOR THE VILLAGE OF LAKEMORE

Be it Resolved by the Council of the Village of Lakemore, Ohio:

Section 1: That the Mayor is authorized to enter into a contract with the Board of Trustees for Springfield Township for the provision of Police Services within the Village of Lakemore, pursuant to the attached contract to this Resolution and further in the performance of their duties pursuant to the attached contract that the Springfield Township Police Department, it's agents and employees shall be cloaked with all of the Police Authority for the Village of Lakemore.

Section 2: The total cost of the contract for 2016 is \$526,892.65. The monthly payment will be \$43,908.00 beginning January 2016.

Section 3: A copy of the contract is attached hereto and made part hereof as if fully rewritten herein.

Section 4: This Resolution shall take full force and effect on and after the earliest period allowed by law.

Passed: January 4, 2016



RICK JUSTICE, Mayor

ATTEST:



TRACY FAST, Fiscal Officer

I, Tracy Fast, Fiscal Officer of the Village of Lakemore, do hereby certify that the foregoing Resolution No. 6634-2016 was duly adopted by Council at its special meeting on January 4, 2016.



TRACY FAST, Fiscal Officer

ALL-STATE LEGAL[®]
DEFENDANT'S
EXHIBIT

A

CONTRACT TO PROVIDE POLICE SERVICES

This Contract to Provide Police Services (Contract) is made and entered into on the date signed by the Springfield Township Board of Trustees by and between the Village of Lakemore, Ohio (Lakemore) and the Springfield Township Board of Trustees (Springfield Township), Summit County, Ohio. The Contract is duly authorized by Resolution No. _____, enacted on _____ by Springfield Township, Township Hall being located at 2459 Canfield Road, Akron, Ohio 44312, and by the Mayor of Lakemore, his office being located at 1400 Main Street, Lakemore, Ohio 44250, as duly authorized by Lakemore Ordinance No. 6634-2016, enacted by Lakemore Village Council on 1-04-2016.

WITNESSETH:

WHEREAS, Lakemore desires to obtain policing services from Springfield Township; and

WHEREAS, Springfield Township shall provide such policing services to Lakemore in accordance with the terms set forth in this Contract.

THEREFORE, in consideration of the covenants and promises made herein, the parties agree as follows:

1. **Contract Term:**

- a. The period of the Contract during which law enforcement services will be provided by Springfield to Lakemore will commence on January 01, 2016 and terminates on December 31, 2016, subject to renewal upon terms agreed upon thereafter by both parties.
- b. Absent agreement to extend this contract beyond the initial term, the provision for services shall continue upon the same terms except as follows:
 - i. Payment by Lakemore to Springfield Township shall be subject to adjustment based upon the actual cost of the services using the formula set forth in paragraph 3 below; but, not to exceed an increase of 6% from one year to the next; and
 - ii. Either party can terminate the contract for services at any point upon six (6) months prior notice, or by mutual written consent of the parties.

2. **Services:**

Services to be provided by Springfield Police for Lakemore, shall include:

- a. One officer will patrol and provide police protection to Lakemore in an adequately equipped and maintained police cruiser provided by Lakemore, 24 hours/7 days/week, within the Lakemore corporate limits, except for a regular shift change, or if required for back-up of other units, including mutual aid.

- b. One officer will patrol and provide police protection to Springfield High School, during school hours, in an adequately equipped and maintained police cruiser, provided by Lakemore.
- c. The handling of all complaints or concerns regarding issues of transition relating to this Contract and handling of complaints or concerns raised by Lakemore residents will be handled by a Captain level officer.
- d. Springfield Township will provide 40 hrs/week of clerical support for police operations to benefit both Lakemore and other areas of Springfield Township, in addition to the level of clerical support presently existing within the Springfield Township Police Department. The total cost of this position will be shared equally by Springfield and Lakemore.
- e. Springfield Township will provide Lakemore with full police support and protection in the same manner that it provides such services to all areas of Springfield Township
- f. Residents of Lakemore will receive courteous and professional treatment by the officers assigned for duty there in the same manner as provided to residents of Springfield Township.
- g. All Springfield police officers will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to the Village of Lakemore.

3. Payment and other obligations of Lakemore:

- a. Payment for services rendered pursuant to this Contract shall be made by Lakemore each month, on or before the 5th of the month, in advance. Monthly payments shall be one-twelfth (1/12) of actual cost of providing services, based upon the formula set forth in Exhibit "A", attached hereto and incorporated herein.
- b. In addition to the payments described in paragraph 3(a) above, Lakemore shall also be responsible to pay Springfield Township for the following:
 - 1. Any increase in dispatch costs incurred by Springfield Township by reason of increased call volume;
 - 2. Overtime incurred by reason of the work or absence from work of officers assigned to Lakemore;
 - 3. Cost of additional weapons, equipment, and training for newly hired officers provided under this contract, to achieve uniformity with other Springfield officers;
 - 4. Any unemployment compensation taxes or contributions attributable to the officers assigned to Lakemore.
 - 5. Costs for any computer equipment required for vehicles assigned to Lakemore.
 - 6. Liability insurance premiums attributable to officers provided by this contract.
 - 7. Any increase in cost for SWAT participation by reason of this contract;
 - 8. These costs described above will be tracked by the Springfield Township Police Chief to be reported to the review committee provided for in paragraph 4 of this Contract.

- c. The payments required under Section 3(b) shall be paid by Lakemore as part of the monthly payment as required under Section 3(a). The formula will be one-twelfth (1/12) of the total cost of the previous year, plus any foreseen adjustment seen fit by the Chief of Police. The cost is included in Exhibit "A," attached hereto and incorporated herein. Actual cost adjustments will be made by the Chief and reflected in the next contract.
- d. During the first year of this Contract, Lakemore's payment shall include 100% of the cost of compensation paid to the Captain referred to in paragraph 2(C). Thereafter, Lakemore's payment for compensation shall be based on this formula: 85% of the cost in the second year; 70% in the third and subsequent years thereafter.
- e. Any monies received by Springfield Township from stimulus grants, school resource officer grants, other state or federal grant programs, or from Springfield schools awarded or received, specifically to defray expenses for officers or equipment required to provide police services to Lakemore shall be credited toward Lakemore's obligation pursuant to this Contract.
- f. Lakemore will provide and maintain:
 - i. two police cruisers including fuel, to be dedicated for use by officers assigned to duty in Lakemore; and
 - ii. one vehicle including fuel for use of the Captain assigned as liaison to Lakemore.
 - iii. One cruiser will be equipped by Lakemore with a MDT (Mobile Data Terminal), cost estimated at \$5,000.00, with service at \$85.00/month. Lakemore will also provide and maintain the service on one cellular telephone.
- g. If Springfield is required to terminate or lay off Springfield employees due to termination or non-renewal of the contract by either party, then Lakemore will pay the unemployment compensation expenses incurred by Springfield Township for the employees laid off, not to exceed five (5) in number. Lakemore will also pay 70% for the Captain, and 50% of the data entry position.
- h. Lakemore will retain and maintain custody, ownership, and responsibility for maintenance of all its presently owned police equipment, furniture, furnishings, personnel files, record of investigations, work product and contents of any evidence room.

4. Joint review committee:
 - a. There shall exist a joint review committee, with three members appointed by each, the Lakemore Village Council and the Springfield Township Trustees. Joint Review Committee may meet at least once every six months. The function of this committee shall be to review the success of this Contract, to analyze the actual costs of providing services to Lakemore and to assess the adequacy of the services provided. The committee shall report to their respective appointing authorities as to their findings.
5. Release:
 - a. Springfield Township will not be liable and is released from any claims, causes of action, or expenses of any kind or nature which are asserted against Lakemore in connection with Springfield Township's fulfillment of its obligations under this Agreement.
 - b. Lakemore acknowledges and understands that Springfield Township's insurance provider only provides insurance coverage to Springfield Township, and that Lakemore must maintain its own insurance coverage.
 - c. The Lakemore Fiscal Officer and the Springfield Fiscal Officer shall each provide to the other proof of liability coverage matching or exceeding that in effect in Springfield Township prior to execution of the Agreement and each shall notify the other in writing of any changes to said policy at least 30 days prior to the change taking effect. Failure to maintain liability coverage matching or exceeding that in effect presently for Springfield Township and/or to notify the other Fiscal Officer of any changes to liability coverage shall be grounds for either party to suspend or terminate this Agreement.
6. Default:
 - a. The failure to timely pay any sum due under the Contract shall be considered breach of the Contract and shall enable Springfield Township to institute the remedies at its discretion, in addition to other legal remedies available to Springfield Township:
 - i. In absence of current payment, immediate suspension of police services to Lakemore by Springfield Township, with the option on the part of Springfield to terminate the Agreement.
 - b. Notice under this section shall be provided in writing to Lakemore.
 - c. Any and all amounts owed as of the date of termination shall remain an obligation of Lakemore and shall survive termination of this Agreement.
7. Entire Agreement:
 - a. This Contract is the entire agreement of the parties and supersedes any prior understanding or agreement related thereto. This Contract can only be amended or modified by the prior written consent of all parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date signed by the Springfield Township Board of Trustees.

THE SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES:

Deborah Davis, Trustee

Date

Joe DiLauro, Trustee

Date

Dean A. Young, Trustee

Date

Approved as to legal form:

Brouse McDowell
Township Legal Counsel

Date

THE VILLAGE OF LAKEMORE, OHIO

Mayor

Date

Approved as to legal form:

Village Solicitor

Date

Police Contract Lakemore
2016 Exhibit A

5 OFFICERS	
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Base Salary	\$ 259,584.00
OPERS 18.1%	\$ 46,984.70
Medicare 1.45%	\$ 3,763.68
Uniform	\$ 5,000.00
Medical Insurance	\$ 67,592.52
Life Insurance	\$ 534.00
Longevity	\$ 888.00
TOTAL	\$ 384,346.90

DATA-STAFFORD	
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Base Salary	\$28,350.40
OPERS 14%	\$ 3,969.06
Medicare 1.45%	\$ 411.08
Medical Insurance	\$12,663.12
Life Insurance	\$ 106.80
	100% \$45,500.46
	50% \$22,750.23
TOTAL	\$22,750.23

CAPTAIN	
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Base Salary	\$67,225.60
OPERS 18.1%	\$12,167.83
Medicare 1.45%	\$ 974.77
Uniform	\$ 800.00
Medical Insurance	\$ -
Life Insurance	\$ 106.80
	100% \$81,275.00
	70% \$56,892.50
TOTAL	\$56,892.50

WORKER'S COMP

All 7 Employees	\$ 9,394.14
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OTARMA-Risk Management

All 7 Employees	\$ 4,509.08
TOTAL	\$ 4,509.08

Capt. Insurance supplement

Estimate for 2016	\$0.00
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2016-Estimated Montly costs (Extra)

Costs will be totaled year end, adjustments made

TOTAL \$ 49,000.00 (Estimate-Balanced at Year End)

Pending Credit - SCHOOL OFFICER
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School will now be invoiced directly by the village, no cost built into the 2016 contract.

2016 Lakemore Total - \$526,892.65

2016 monthly invoice - \$43,908.00

*rounded to the nearest dollar amount

*** Medical Insurance, Worker's Compensation, and OTARMA totals are based on 2015 totals and estimates..
Any adjustments needed will be made at years end.